



**COUNTY OF LOS ANGELES
COMMUNITY AND SENIOR SERVICES**

**APPENDIX B
STATEMENT OF WORK
HEALTH INSURANCE COUNSELING AND ADVOCACY
PROGRAM
FY 2014 – 2018**

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1.0 BACKGROUND INFORMATION

- 1.1 The Health Insurance Counseling and Advocacy Program (HICAP or Program) was established by the Older Americans Act (OAA), and the Mello-Granlund Older Californians Act (OCA), through Section 9541 of the California Welfare and Institutions Code (WIC), and is California's name for its State Health Insurance and Assistance Program (SHIP), for the primary purposes of providing personalized counseling, community education and outreach events for Clients (as defined in Appendix A, Sample Contract, Exhibit J, Definitions). HICAP is part of a network of State Health Insurance and Assistance Programs (SHIP). SHIP is a Federal grant program created under Section 4360 of the Omnibus Budget Reconciliation Act (OBRA) of 1990 (Public Law 101-508) that helps States enhance and support a network of local programs, Staff, and volunteers that directly help Medicare Beneficiaries, their representative, or persons aged 60 and older who are close to obtaining Medicare eligibility, to understand how to use their Medicare benefits including Prescription Drug Plan coverage, Medicare Advantage plans, Medicare supplemental policies, Medicare Savings Programs, and long-term care insurance. HICAP also provides enhanced Medicare related Services for Clients under the Medicare Improvements for Patients and Providers Act (MIPPA) of 2008. The Centers for Medicare and Medicaid (CMS) administers the SHIP grant programs nationally.
- 1.2 HICAP is a volunteer supported program that provides community education and counseling assistance with Medicare and related health insurance issues. It also includes informal advocacy, legal services, enhanced outreach, and enrollment assistance. The primary activities of the HICAP are: 1) the provision of accurate and objective counseling, advocacy and assistance with Medicare, health insurance, managed care, long-term care, and related health coverage plans for Medicare beneficiaries, their representative, or persons aged 60 and older who are close to obtaining Medicare eligibility, 2) to educate the public about Medicare and health coverage issues, and 3) the provision of enhanced outreach and reenrollment assistance for MIPPA Services.
- 1.3 MIPPA Services are designed to assist in expanding Medicare beneficiary enrollment in the Prescription Drug Benefit Low Income Subsidy (LIS) Program, the Medicare Savings Program (MSP), as well as assist in general rural outreach and enrollment efforts for Medicare Part D. The LIS Program offers financial assistance for prescription drugs to Medicare beneficiaries who have limited income and resources, by providing help

with their monthly premium payments, yearly deductible, prescription coinsurance, and copayments. MSP provides access to prescription drug coverage from private prescription drug plans for elderly and disabled Medicare beneficiaries.

- 1.4 The California Department of Aging (CDA) has designated Los Angeles County Community and Senior Services (County) as Planning Service Area 19 (PSA 19) for Los Angeles County through its Area Agency on Aging (AAA) program division. County received funding from the CDA to operate the HICAP in Los Angeles County.
- 1.5 The Statement of Work outlines the services (hereafter “Services”) required to operate the HICAP and provide HICAP Services to eligible Clients as mandated by the following:
 - 1.5.1 Older Americans Act of 1965, as amended, (OAA) Title 42 United States Code (USC), Chapter 35, Programs for Older Americans, Sections 3001-3058
 - 1.5.2 Code of Federal Regulations (CFR), Title 45, Chapter 13, Part 1321, Grants for State and Community Programs on Aging, Section 1321.1 – 1321.83
 - 1.5.3 Omnibus Budget Reconciliation Act (OBRA) of 1990, (Public Law 101-508, Section 4360)
 - 1.5.4 Medicare Improvements for Patients and Providers Act (MIPPA) of 2008, (Public Law 110-275, Section 119)
 - 1.5.5 California Welfare and Institutions Code (WIC) Division 8.5 Mello-Granlund Older Californians Act (OCA)
 - 1.5.6 Social Security Act Section 1115A Section 3021 of the Patient Protection and Affordable Care Act (PPACA) (P.L. 111-148)
 - 1.5.7 Coordinated Care Initiative (CCI), SB 1008 (Chapter 33, Statutes of 2012), SB 1036 (Chapter 45, Statutes of 2012) and California Welfare and Institutions (W&I) Code §14182.17
 - 1.5.8 HICAP Memoranda, Directives, and Guidelines issued by the CDA, Administration on Aging (AoA) and the Centers for Medicare and Medicaid (CMS).
 - 1.5.9 HICAP Memoranda, Directives, and Guidelines issued by County.
- 1.6 Services shall include, but not be limited to, the following tasks, which provide community education and counseling assistance for Medicare and related health insurance issues:

- 1.6.1 Community Education
- 1.6.2 Counseling and Informal Advocacy
- 1.6.3 Legal Services
- 1.6.4 HICAP Counselor Recruitment, Training, and Registration
- 1.6.5 Telephone Access
- 1.6.6 Referral to the California Department of Insurance and/or California Department of Managed Care
- 1.6.7 Educational Services supporting long-term care educational activities aimed at the general public, employers, employee groups, senior organizations, and other groups expressing interest in long-term care planning issues.
- 1.6.8 Completion of enrollment applications for LIS and MSP
- 1.6.9 Enhanced outreach, education and counseling to individuals eligible for public health insurance programs, Medicare and Medi-Cal (Dual Eligible Beneficiaries).

2.0 ELIGIBILITY CRITERIA

- 2.1 Client eligibility is determined in accordance with the HICAP Program Manual of the CDA, the MIPPA Act of 2008, the Centers for Medicare and Medicaid (CMS), Cal MediConnect, and all regulations promulgated by the CDA and County. The criteria are based on the current requirements and guidelines referenced in the HICAP Program Manual of the CDS, the MIPPA Act of 2008, California and federal law, Los Angeles County policies, and any modifications thereto.
- 2.2 A person is eligible to be a Client, and receive HICAP Services if he/she meets one of the eligible Client criteria listed below:
 - 2.2.1 Medicare Beneficiaries, including a Medicare Beneficiary's representative; Medicare Beneficiaries who have limited income and resources (for the provision of MIPPA Services). A Medicare Beneficiary is a disabled person or person over the age of 65 enrolled in Medicare, under the rules of the Health Care Financing Administration;
 - 2.2.11 Persons who are both Medicare and Medi-Cal Beneficiaries are eligible to receive Services based upon status as a Medicare Beneficiary; and

- 2.2.2 Those persons imminent of Medicare eligibility who are at least 60 years of age;
- 2.2.3 Individuals eligible for both public health insurance programs, Medicare and Medi-Cal (Dual Eligible Beneficiaries);
- 2.2.4 Eligible Service Population are dual eligible beneficiaries targeted for enrollment into a Cal MediConnect Health Plan; and
- 2.2.5 Community Education Services, Long Term Care Services, and Outreach Services are for all interested individuals regardless of age, or Medicare eligibility;

3.0 SPECIFIC TASKS AND REQUIREMENTS

3.1 GUIDELINES AND GENERAL REQUIREMENTS

- 3.1.1 The following guidelines establish the tasks (as defined in Appendix A, Sample Contract, Exhibit J, Definitions) and standards for the provision of HICAP Services that are required by the HICAP. Contractor shall fulfill the tasks outlines below and payment to Contractor shall be based upon meeting these requirements.
- 3.1.2 Contractor must collaborate with other Los Angeles County Area Agency on Aging (AAA) funded Contractors and community organizations in order to ensure comprehensive and coordinated service delivery and to prevent duplication of HICAP Services.

3.2 HICAP SERVICES

3.2.1 Community Education

- 3.2.1.1 Contractor shall provide Community Education to the general public. For the purposes of HICAP, Community Education is defined as activities, events, and presentations that educate the public on the identified subject areas. This shall include:
 - 3.2.1.1.1 The provision of information on Medicare; long-term care planning; private health and long-term care insurance, managed care, and related health care plans to Clients.
 - 3.2.1.1.2 The development and distribution of educational literature to the general public as a component of Community Education.

- 3.2.1.1.3 Educational literature may include information that has been developed by other entities, including, but is not limited to the CDA, the Centers for Medicare and Medicaid Services (CMS), and the California Health Advocates (CHA).

3.2.2 Long-Term Care Education

- 3.2.2.1 Contractor shall provide education on options and Services related to Long-Term Care. This includes the following requirements:

- 3.2.2.1.1 Contractor shall ensure that Long Term Care education services regarding available options/services related to Long-Term Care are provided to the general public, employers, employee groups, senior organizations and other groups expressing interest in long-term care planning.
- 3.2.2.1.2 Contractor shall emphasize the importance of long-term care planning, promotion of self-reliance and independence, and options for long-term care.
- 3.2.2.1.3 Contractor shall support community education activities that would provide for announcements on television and other media outlets describing the limited nature of Medicare, the need for long-term care planning, the function of long-term care insurance, and the availability of counseling and educational literature on those subjects.

3.2.2.2 Counseling and Informal Advocacy

- 3.2.2.2.1 Contractor shall provide Counseling and Informal Advocacy Services to Clients in the seven (7) Provider Program Categories identified in Appendix B, Statement of Work, Sub-paragraph 3.2.2.2.3 as well as long-term care planning, private health insurance, and related health care coverage plans.
- 3.2.2.2.2 As part of Counseling and Informal Advocacy Contractor shall perform an assessment of the

Clients' situation with respect to the seven (7) Client Needs Categories Appendix B, Statement of Work, Sub-paragraph 3.2.2.2.3, as they apply to and/or interact with each of the six (6) Provider Program Categories Appendix B, Statement of Work, Sub-paragraph 3.2.2.2.4, identified below as well as long-term care planning, private health insurance, and related health care coverage plans.

3.2.2.2.3 The Client Needs Categories are:

1. Eligibility/Coverage
2. Billing/Claims
3. Abuse/Fraud
4. Appeals
5. Comparisons
6. Denial of Services
7. Retroactive Dis/Re-Enrollment

3.2.2.2.4 The Provider Program Categories are:

1. Managed Care (for HMO's, PPO's, etc.);
2. LTCI (Long-Term Care Insurance);
3. Med-Sup (Medicare Supplemental Insurance);
4. Medicare;
5. AMB/SLMB (Qualified Medicare Beneficiary or Special Low-Income Medicare Beneficiary Programs); and
6. MediCal (Medicaid)

3.2.2.2.5 Prior to providing and Counseling Services, Contractor shall disclose, in writing, to recipients of Counseling Services, that the HICAP Counselors are volunteers and are acting in good faith to provide information about health insurance policies and benefits, but that the information shall not be construed to be legal advice, and the Counselors are, generally, not liable unless their acts and omissions are grossly negligent or there is intentional misconduct on the part of the Counselor.

3.2.2.3 Legal Services

- 3.2.2.3.1 Contractor shall provide Legal Services including legal referral services or legal representation limited to Medicare, Medicare appeals, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, Long-Term Care insurance, Medicare related managed care appeals, related health care coverage plans, and life and disability insurance problems. These Services are provided under this Program subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans.
- 3.2.2.3.2 Contractor shall establish and maintain a formal system of coordination and referral from Counseling Services to Legal Services for any Clients referred for legal representation.
- 3.2.2.3.3 Contractor shall provide Legal Services to Clients through two methods: Direct legal representation and/or referrals for legal representation.
- 3.2.2.3.4 Direct legal representation by a Staff Attorney may be provided by or under the direction of a Supervising Attorney. Under the Program, the legal representation may include, but is not be limited to:
- Preparing work related to Medicare appeals, with the Client's formal consent;
 - Representing Clients at Medicare Administrative hearings;
 - Assisting or representing Clients in court proceedings on health insurance or Medicare issues (provided it is not a lawsuit against private insurers or Managed Health Care Plan);
 - Resolving insurance billing and claim disputes for Clients;
 - Conducting legal research for Clients in any of the areas included in this Paragraph;
 - Resolving disputes with HMO's or similar organizations on behalf of Clients;
 - Assisting in impact litigation that affects a class of Medicare beneficiaries; and

Resolving billing collection problems as they relate to health insurance and health providers.

3.2.2.3.5 Referrals for legal representation are to be provided to Client upon request from Client.

3.2.2.4 Contractor shall not use funds received under this Contract to provide legal assistance in a fee generating case (as defined in 45 CFR 1321.71) unless other adequate representation is unavailable (as defined in 45 CFR 1321.71) or there is an emergency requiring immediate legal action. Contractor shall establish procedures for the referral of fee generating cases.

3.2.3 HICAP Counselor Recruitment, Training, and Registration

3.2.3.1 Contractor shall conduct HICAP Counselor recruitment and training, as well as refer eligible volunteers to the CDA for registration. This process includes, but is not limited to the following:

3.2.3.1.1 Contractor shall prepare and maintain written documentation of the Contractor's plan for recruitment, training, coordination, and registration (with the CDA), of all HICAP Counselors, including a large contingent of volunteer counselors designed to expand Services as broadly as possible, in the service areas.

3.2.3.1.2 Contractor shall conduct a formal volunteer recognition activity, on an annual basis at minimum.

3.2.3.1.3 Expenses for volunteer recognition activity may not exceed \$50 per volunteer, per year.

3.2.3.1.4 Volunteer recognition expenses include, but are not limited to: a complimentary meal at an annual recognition event, a certificate, plaque, pin, or other form of "award" given to a HICAP Counselor after a minimum one year of service.

3.2.3.1.5 All expenses incurred for volunteer recognition should be directed to the individual volunteer, not to a spouse, family member, or friend.

3.2.3.1.6 Volunteer recognition funds must not be used to purchase gifts. This prohibition does not affect the purchase of awards. Gifts are

considered unallowable costs ("giveaways"), whereas awards are given in consideration of merit.

3.2.4 Telephone Access

3.2.4.1 Contractor shall be accessible to Clients by telephone.

3.2.4.2 Contractor shall have a dedicated toll-free County-wide hotline telephone number that is advertised and accessible to Clients during normal business hours, from 8:00a.m. To 5:00 p.m., Monday thru Friday.

3.2.4.3 Contractor shall have an answering service or answering machine (voice mail) providing the opportunity for Clients to leave their name, a message, and return telephone number 24 hours, 7 days per week in the event a Client cannot receive personal assistance immediately.

3.2.4.4 Contractor shall return all Client calls/messages within 48 hours, excluding weekends and holidays.

3.2.4.5 Contractor shall have the capacity to assist multilingual Clients to ensure access to Services (e.g., linkage to AT&T Language Line Service).

3.2.5 Referral to the California Department of Insurance (CDI) and the California Department of Managed Health Care (DMHC)

3.5.1 Contractor shall establish a mechanism for referrals to the CDI and DMHC for the purpose of investigating suspected instances of misrepresentation in the advertising or sales or services provided by Medicare, managed health care plan, and life and disability insurers and agents. The mechanism shall be established according to the requirements outlines in the HICAP Program Manual.

3.2.6 Contractor shall use the HICAP funding to provide the tasks described in this Appendix B, Statement of Work, Paragraph 3.0 Specific Tasks and Requirements.

3.3 MIPPA SERVICES

3.3.1 Outreach Services

3.3.1.1 Contractor shall provide Outreach Services (Outreach Services are Services designed to inform the general public about the availability and different types of MIPPA Services) to the general public on the LIS and MSP programs.

3.3.1.2 Contractor shall develop Outreach materials, and conduct enhanced Outreach activities for the general public;

3.3.1.3 Contractor shall collaborate with staff of the Social Security Administration district offices throughout Los Angeles County, to provide outreach efforts for the LIS Program and the MSP.

3.3.2 Education

3.3.2.1 Contractor shall provide Education Services to Los Angeles County Department of Public Social Services (DPSS) staff, and Contractor's Staff and Volunteers, including education on the LIS Program and MSP, as well as on enhanced LIS Program and MSP Outreach Services.

3.3.2.2 Contractor shall provide education to DPSS Eligibility Workers about the LIS Program and the coordination of the LIS Program with the Medi-Cal Program.

3.3.2.3 Contractor shall provide training to Contractor's Staff and volunteers to assist with LIS Program and MSP Outreach Services.

3.3.3 Enrollments

3.3.3.1 Contractor shall complete LIS and MSP enrollments for eligible Clients for the purpose of providing MIPPA Services.

3.3.4 In-Service Training

3.3.4.1 Contractor shall develop and implement an internal staff training policy, including the provision of an orientation to all new Staff (including volunteers).

3.3.4.2 Contractor shall develop a training curriculum each year utilizing resources of the AAA, as available, and calling upon experts within the aging network to develop and/or provide training.

3.3.4.3 Contractor's Project Director shall ensure that a minimum of one Contractor Staff person represent Contractor at each training session established/provided by County for the benefit of the Client. Further, Contractor shall make every effort to ensure that all suitable Contractor Staff attends each training session established by County. County, at its discretion, may establish, provide, and/or require Contractor Staff attend mandatory training.

3.3.5 Staff and Volunteer Training

3.3.5.1 Contractor shall provide on-going HICAP training and technical assistance to Contractor Staff and Volunteers.

3.3.5.2 Contractor shall ensure that all HICAP Staff and Volunteers are registered with the State, as HICAP Counselors, after

completing all appropriate required training program(s) (required to obtain initial registration) and completing the annual continuing education hours (required to retain State registration). Please refer to Appendix B, Statement of Work, Sub-paragraph 22.4, State Registration and Criminal Background Clearance.

- 3.3.5.3 Contractor shall use MIPPA funding to provide the tasks described in this Appendix B, Statement of Work, Sub-paragraph 3.3.

3.4 SUPPLEMENTAL HICAP SERVICES

- 3.4.1 Contractor shall use the Cal MediConnect Fund allocation (*or designated funding source*) in accordance with policies and procedures established by CDA and/or CMS to support activities HICAP program which include but not limited the tasks described in this Statement of Work, Sub-paragraph 3.4.
- 3.4.2 Contractor shall provide Enhanced Outreach Services. Enhanced Outreach Services are outreach activities above and beyond routine activities planned in response to other funding (e.g., basic State Health Insurance Assistance Program (SHIP) Funds), tailored to the specific needs of dual eligible beneficiaries targeted for enrollment into a Cal MediConnect Health Plan.
- 3.4.3 Contractor shall provide Options Counseling Services. Option Counseling services include the provision of local counseling and informational resources that enable dual eligible beneficiaries to make informed decisions about options they have for receiving their Medicare and Medi-Cal benefits.
- 3.4.4 Contractor shall ensure that individuals in the Eligible Service Population have access to information and counseling to empower them to make informed decisions about their Medicare and Medi-Cal benefit options. This information and counseling shall be unbiased, timely, accurate, and consumer-friendly. It shall include, but not be limited to, how and when the project will be implemented, appeal rights, and how to participate in the program.
- 3.4.5 Contractor shall ensure the provision of enhanced outreach activities and materials to partners, beneficiary caregivers, providers, and other aging network programs (e.g., Information and Assistance, Aging and Disability Resource Centers (ADRC), county Medi-Cal offices, and not-for-profit agencies) regarding Cal MediConnect and the availability of HICAP options counseling for the Eligible Service Population and refer beneficiaries to other resources as needed.

3.4.6 Contractor shall ensure that the Eligible Service Population is provided with enhanced outreach activities, materials, and options counseling regarding Cal MediConnect and alternatives. Outreach materials and counseling activities should be health literate, culturally/linguistically appropriate, and specific to the needs of the Eligible Service Population regarding Cal MediConnect benefits and options.

4.0 ADDITIONAL REQUIREMENTS

- 4.1 In addition to the specific tasks necessary to provide HICAP Services to Clients, Contractor must also adhere to minimum requirements that are necessary to operate the HICAP. These requirements ensure that Contractor maintains the appropriate level of performance, staffing, reporting and compliance with Los Angeles County, State and Federal guidelines that govern the HICAP. Contractor is responsible for ensuring that its operations meet the requirements outlined in Appendix B, Statement of Work, Sub-paragraphs 4.2 through 4.7 in order to provide the optimal level of HICAP Services to Clients as prescribed by this Contract.
- 4.2 Contractor shall provide community education and outreach information on Medicare, private health insurance, long-term care planning and advocacy to the public on what resources may be available. Contractor shall also ensure the HICAP Services are available to all ethnic groups in each Supervisorial District in which the HICAP Services are being provided by Contractor.
 - 4.2.2 Contractor shall ensure that information and assistance on HICAP Services are provided to Clients of all populations including homeless, veterans and Lesbian-Gay-Bisexual-Transgender (LGBT) individuals.
- 4.3 Contractor must protect the confidentiality and privacy of Client information collected for purposes of the HICAP, in accordance with all applicable federal and state laws, the HICAP Program Manual, as well as Appendix A, Sample Contract, Paragraph 7.5, Confidentiality and Appendix B, Statement of Work, Sub-paragraph 22.2 Confidentiality and Security of HICAP Data.
- 4.4 Contractor must maintain a cash reserve equal to the amount it would cost to operate its HICAP for one (1) month. Grant funds may not be included in cash reserves.
- 4.5 Contractor shall track all Contract funds. Contractor shall provide a tracking of all Contract funds during an audit as indicated in Appendix A, Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement.

- 4.6 Contractor shall have an established HICAP Counselor training program as required by the CDA, and consistent with the curriculum and requirements outlined in the HICAP Counselor Handbook and the HICAP Program Manual.
- 4.7 Contractor shall, to the greatest extent possible and consistent with Appendix A, Sample Contract, Paragraph 8.20, Force Majeure, and Appendix B, Statement of Work, Paragraph 13.0, Emergency and Disaster Preparedness, provide Services in the event of an emergency or natural disaster.

5.0 CONTRACTOR PERSONNEL

5.1 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF

- 5.1.1 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served by Contractor. In addition, Contractor and its employees, including volunteers, are expected to develop cultural competency and cross-cultural clinical practice skills. Contractor must also develop effective linkages with various ethnic, health and social service agencies for the benefit of Clients to reflect the ethnic and cultural needs of the community being served.
- 5.1.2 Contractor shall provide Services in the principal language spoken by Clients in areas where a significant number of Clients do not speak English as their principal language (45 CFR 1321.71).
- 5.1.3 Contractor shall ensure that all staff and volunteers neither engage in the solicitation of insurance nor endorse the services of any insurer or managed care plan, claims processing organization, or other enterprise that could benefit from activities conducted by the HICAP. All project staff and volunteers shall provide HICAP educational services in a manner that is objective and impartial and shall provide counseling consistent with the best interests of the clients and which preserves the independent decision-making responsibilities of the client.
- 5.1.4 Contractor shall ensure that all staff and volunteers shall not have a conflict of interest such as, but not limited to, a business relationship with insurers, health plans, or organizations posing a conflict of interest. The Contractor shall assure that project staff and volunteers do not accept money or gifts from any client in exchange for services in accordance with Department guidance on conflict of interest and the HICAP Program Manual.

- 5.1.5 Contractor shall take all reasonable and necessary measures to ensure that advisors, employees, and volunteers associated with the operation of HICAP agree to act in a manner that prevents the appearance of impropriety or any other act which would place in jeopardy HICAP's reputation as an independent and impartial program. The Contractor shall ensure that advisors and governing board members shall recuse themselves from HICAP business if they are employed by, or receive compensation from, the health insurance or managed health care industries.

5.2 GENERAL REQUIREMENTS

- 5.2.1 Contractor shall have a sufficient number of qualified Staff with the appropriate education, licensure, certification, registration and experience to carry out the requirements of the HICAP. The total number of Staff shall be based on the method and level of HICAP Services provided, and the size of the service area served by Contractor.
- 5.2.2 Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of Staff as set forth herein. Contractor shall adhere to any other staffing requirements that are determined by County to be necessary for Contractor to provide HICAP Services hereunder. Such Staff shall meet all qualifications in Appendix A, Sample Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memorandums.
- 5.2.3 Contractor shall ensure that Contractor Staff is available to all Clients, potential Clients, referral sources, as well as County on a minimum five-day-a-week basis (Monday through Friday), at least between the hours of 8:00 a.m. to 5:00 p.m. Contractor shall also ensure that personal telephone contact with Contractor's Staff is available to Clients, potential Clients, referral sources and County during Contractor's hours of operation. Contractor shall further ensure that each Contractor office location has a telephone answering machine or voice mail system in place during non-business hours. Contractor's Staff shall respond to calls and messages as provided in Appendix B, Statement of Work, Sub-paragraph 3.2.4, Telephone Access.
- 5.2.4 Contractor shall always have a Staff member with the authority to act on behalf of Contractor available during work hours as outlined in Appendix B, Statement of Work, Paragraph 3.2.4, Telephone Access.
 - 5.2.4.1 Contractor shall have the capacity to assist multilingual Clients to ensure access to Services (e.g., linkage to AT&T Language Line Service).

5.2.5 Contractor shall notify County of any anticipated changes in the Project Director's position, including the name of the individual, work schedule, etc.

5.2.5.1 Such notice to County shall be given in accordance with Appendix A, Sample Contract, Paragraph 8.34, Notices.

5.2.6 Contractor shall maintain written job descriptions for the Project Director, Staff and Volunteer HICAP Counselors and any other positions on file. Job descriptions should include minimum qualifications, tasks and responsibilities. Contractor shall have a HICAP Program Manager and HICAP Counselors who are trained and registered by the State of California and maintain their registration status in accordance with requirements of law, regulation, and the HICAP Program Manual.

5.3 STAFF

5.3.1 Project Director (may also be the HICAP Program Manager)

5.3.1.1 Contractor shall have a full-time Project Director.

5.3.1.2 Responsibilities of the Project Director shall include, at a minimum, the following, as well as the requirements outlined in the CDA HICAP Program Manual, the HICAP Counselor Handbook, accessible through the CDA website: www.aging.ca.gov, and the MIPPA of 2008:

5.3.1.2.1 Prior to commencing duties as the Project Director, the Project Director must have completed Contractor's established HICAP Counselor training as provided by the Contractor's HICAP Program Manager, and further described in Appendix B, Statement of Work, Sub-paragraph 5.3.2, and required by the CDA (outlined in the HICAP Counselor Handbook and the HICAP Program Manual). If acting as the HICAP Program Manager, the Project Director must complete the CDA's New Manager Orientation and be a State registered HICAP Program Manager.

5.3.1.2.2 The Project Director must also attend additional training as required by MIPPA, the CDA HICAP Program Manual, the HICAP Counselor Handbook, the AAA or any other applicable laws or regulations and have an aptitude for resolving HICAP and MIPPA related issues;

5.3.1.2.3 The Project Director, if acting as the HICAP Program Manager, must provide HICAP

Counselor training and all trainings required by the CDA, to all HICAP Counselors.

5.3.1.3 Minimum Experience, Knowledge and Other Qualifications:

5.3.1.3.1 Experience: The individual must have a minimum of five (5) years' relevant professional experience and knowledge (obtained within the past ten (10) years) that includes any of the following:

5.3.1.3.1.1 Effective verbal and written communication skills, and effective analytical skills.

5.3.1.3.1.2 Experience in public speaking and fundraising.

5.3.1.3.1.3 Experience in management or leadership of community programs/organizations.

5.3.1.3.1.4 Knowledge and experience in the field of gerontology and aging programs.

5.3.1.3.1.5 Experience providing services to older individuals (individuals age 60 and older.)

5.3.1.3.1.6 Knowledge of the Health Care Financing Administration (HCFA) policies and procedures.

5.3.1.3.1.7 Experience in management and supervision of volunteer programs.

5.3.1.3.1.8 Knowledge of laws and regulations in the area of HICAP and MIPPA.

5.3.1.3.2 Other Qualifications

5.3.1.3.2.1 Individual shall have the ability to speak, read and write English fluently.

5.3.2 HICAP Program Manager

5.3.2.1 Contractor shall have a full-time, HICAP Program Manager.

5.3.2.2 Responsibilities of the HICAP Program Manager shall include, at a minimum, the following, as well as the

requirements outlined in the CDA HICAP Program Manual, the HICAP Counselor Handbook, accessible through the CDA website: www.aging.ca.gov, the the MIPPA of 2008:

- 5.3.2.2.1 Prior to commencing duties as the HICAP Program Manager, the HICAP Program Manager must have completed Contractor's established HICAP Counselor training as provided by the Contractor's HICAP Program Manager and further described in Appendix B, Statement of Work, Sub-paragraph 5.3.2 of the, and required by the CDA (outlined in the HICAP Counselor Handbook and the HICAP Program Manual). The HICAP Program Manager must also complete the CDA's New Manager Orientation and be a State registered HICAP Program Manager.
- 5.3.2.2.2 The HICAP Program Manager must also attend additional training as required by MIPPA, the CDA HICAP Program Manual, the HICAP Counselor Handbook, the AAA or any other applicable laws or regulations and an aptitude for resolving HICAP and MIPPA related issues.
- 5.3.2.2.3 The HICAP Project Manager must provide HICAP Counselor training, and all trainings required by the CDA, to all HICAP Counselors.
- 5.3.2.2.4 The HICAP Project Manager shall supervise Contractor's Program Staff (including Volunteers).
- 5.3.2.2.5 Minimum, Experience, Knowledge and Other Qualifications
- 5.3.2.2.6 Experience: The individual must have a minimum of five years' relevant professional experience and knowledge (obtained within the past ten years) that includes any of the following:
 - 5.3.2.2.6.1 Effective verbal and written communication skills and effective analytical skills.
 - 5.3.2.2.6.2 Experience in public speaking and fundraising;

- 5.3.2.2.6.3 Experience in management or leadership of community programs/organizations;
- 5.3.2.2.6.4 Knowledge and experience in the field of gerontology and aging programs;
- 5.3.2.2.6.5 Experience providing services to older individuals;
- 5.3.2.2.6.6 Knowledge of the Health Care Financing Administration (HCFA) policies and procedures;
- 5.3.2.2.6.7 Experience in management and supervision of volunteer programs; and
- 5.3.2.2.6.8 Knowledge of laws and regulations in the area of HICAP and MIPPA.

5.3.2.2.7 Other Qualifications

- 5.3.2.2.7.1 Individual shall have the ability to speak, read and write English fluently.

5.3.3 Supervising Attorney

- 5.3.3.1 Contractor shall have a Supervising Attorney trained and experienced in Medicare law, as well as and licensed by, and in good standing with the California State Bar as an active member. Contractor and/or Supervising Attorney must carry legal malpractice insurance. In addition to the above requirements, the Supervising Attorney must demonstrate the following:

- 5.3.3.1.1 Currently meets or exceeds the State Bar of California's continuing legal education requirements;
- 5.3.3.1.2 Ability to communicate effectively with Clients, family members, service providers, and co-workers;
- 5.3.3.1.3 Ability to treat Clients, family members, service providers, and co-workers with respect and dignity;
- 5.3.3.1.4 Knowledge of the aging process;

- 5.3.3.1.5 Knowledge of community legal assistance and representation of eligible Clients;
- 5.3.3.1.6 Experience in supervision and the provision of Legal Services to eligible Clients; and
- 5.3.3.1.7 The capability of documenting the performance of Legal Services in accordance with the requirements outlined in the HICAP Performance Reporting Manual, including the completion and submission of a completed HICAP Legal Performance Report to the HICAP Program Manager.

5.3.4 HICAP Counselor

5.3.4.1 Contractor shall have HICAP Counselors on staff. HICAP Counselors, who are under the supervision of the HICAP Program Manager (or qualified designee), must be trained and registered with the CDA in accordance with the applicable laws, regulations, as well as provisions of the HICAP Program Manual, the HICAP Counselor's Handbook, the AAA, and MIPPA. HICAP Counselors must also meet the following requirements:

- 5.3.4.1.1 Prior to commencing duties as the HICAP Counselor, the HICAP Counselor must have completed Contractor's established HICAP Counselor's training, as required by the CDA (outlined in the HICAP Counselor's Handbook and the HICAP Training Manual) which is approved by the CDA. Said training shall be a minimum of 24 classroom hours and shall include, but not be limited to, the following subjects: Medicare, life and disability insurance, managed care, retirement benefits and principles of Long-Term Care (LTC) planning, counseling skills and any other subject or subjects determined by the CDA and the AAA to be necessary to the provision of counseling services.
- 5.3.4.1.2 Complete an internship of not less than 0 hours with an experienced Contractor's HICAP Counselor and has been determined by HICAP Program Manager to be capable of discharging the responsibilities of a HICAP Counselor.
- 5.3.4.1.3 Demonstrate effective verbal and written communication and analytical skills.

- 5.3.4.1.4 HICAP Counselors must complete a minimum of 12 training hours per year, provided by Contractor's Program Manager, and provide 40 hours of counseling to the HICAP within each 24 month period in order to maintain their "registered" status with the State.
- 5.3.4.1.5 HICAP Counselors must attend any additional applicable training as required by the CDA and AAA.
- 5.3.4.1.6 Have an interest and commitment to provide services to older individuals;
- 5.3.4.1.7 Have the ability to make a commitment of time to serve as a HICAP Counselor to advocate on behalf of Clients;
- 5.3.4.1.8 Have the ability to clearly document details and information on forms and to summarize case scenarios;
- 5.3.4.1.9 Have the ability to be objective and unbiased; and
- 5.3.4.1.10 Demonstrate the ability to provide counseling and information that will assist Clients in making informed choices, and refrain from making recommendations to Clients.
- 5.3.4.1.11 Attend regular meetings conducted by Contractor and/or by County to provide current training and to disseminate information.

5.3.5 Long-Term Care (LTC) Counselor

- 5.3.5.1 Contractor shall have Long-Term Care Counselors that have the approval from the CDA to analyze policies and provide information obtained from the policy analysis to their Clients. In addition, the LTC Counselor must meet the following requirements and qualifications:
 - 5.3.5.1.1 Must be a Contractor trained and CDA registered HICAP Counselor, and have provided HICAP Counseling Services for at least 12 months.
 - 5.3.5.1.2 The LTC Counselor must have completed the minimum LTC In-Service Training requirements outlined in the HICAP Counselor Handbook (accessible through the CDA website: www.aging.ca.gov).

- 5.3.5.1.3 Demonstrate overall competence and willingness to take on the additional training requirements and responsibilities necessary to become an LTC Counselor.
- 5.3.5.1.4 The LTC Counselor must have successfully completed a minimum 12 hours of advanced LTC training established by the Contractor (and approved by the CDA), and pass a CDA approved final examination.

5.3.6 HICAP Community Educator

5.3.6.1 Contractor shall have HICAP Community Educators that provide comprehensive Community Education Services. The HICAP Community Educator must be Contractor trained, and CDA registered. HICAP Counselors who meet the following requirements and qualifications:

- 5.3.6.1.1 The HICAP Community Educator must be Contractor trained and CDA registered HICAP Counselors, with a minimum 12 months' experience with the HICAP Program.
- 5.3.6.1.2 The HICAP Community Educator shall be capable of providing effective public presentations as demonstrated by any of the following: Formal specialized training in public speaking; Membership in speaking organizations such as Toastmasters; Prior work experience that included speaking to large groups; Performing mock presentations at in-service HICAP meetings or other meetings.
- 5.3.6.1.3 The individual shall have completed a 4 hour internship for Community Educators as outlined in the HICAP Counselor's Handbook. The internship must, at a minimum, include the following components: Attendance and observation of at least two (2) public presentations conducted by an experienced Community Educator; and provide at least 1 public presentation that is observed by an experienced Community Educator.

5.3.7 Long-Term Care (LTC Community Educator)

5.3.7.1 Contractor shall have Long-Term Care (LTC) Community Educators qualified to provide comprehensive Community Education Services pertaining to long-term care and long-

term care insurance options. In addition, the LTC Community Educator must meet the following requirements and qualifications:

- 5.3.7.1.1 LTC Community Educators shall be CDA registered LTC Counselors, who have a minimum 12 months' experience with the Program.
- 5.3.7.1.2 LTC Community Educators must complete and pass the CDA approved long-term care status training. The training specifications include, but are not limited to, State of California sanctioned advanced training on the subjects of long-term care, long-term care insurance (analysis), California partnership Long-Term Care, and CalPERS Long-Term Care Plan.
- 5.3.7.1.3 LTC Community Educators must be capable of providing effective public presentations, as demonstrated by any of the following: Formal specialized training in public speaking, Membership in speaking organizations such as Toastmasters; Prior work experience that included speaking to large groups; Performing mock presentations at in-service HICAP meetings or other meetings.
- 5.3.7.1.4 The LTC Community Educator must have completed a four (4) hour internship for LTC Community Educators (as outlined in the HICAP Counselor's Handbook). The internship must, at a minimum, include the following components; Attendance and observation of at least two (2) public presentations conducted by an experienced Community Educator; and provide at least one (1) public presentation that is observed by an experienced Community Educator.

5.3.8 Staff Attorney

- 5.3.8.1 Contractor shall have a Staff Attorney that will provide legal assistance and representation to eligible Clients. Clients are entitled to receive the same quality of Services as would be provided in private consultation. The Staff Attorney must be trained in Medicare law, and be licensed by and in good standing with the California State Bar as an active member. Contractor and/or Contractor's Staff Attorney must carry legal malpractice insurance. In

addition to the above requirements, the Staff Attorney must demonstrate the following:

- 5.3.8.1.1 Currently meets or exceeds the State Bar of California's continuing legal education requirements;
- 5.3.8.1.2 The ability to communicate effectively with Clients, family members, service providers, and co-workers;
- 5.3.8.1.3 Ability to treat Clients, family members, service providers, and co-workers with respect and dignity;
- 5.3.8.1.4 Knowledge of the aging process; and
- 5.3.8.1.5 Knowledge of community legal assistance and representation to eligible Clients.

5.3.9 Other Program Staff

5.3.9.1 Responsibilities: Program Staff shall adhere to the policies and provisions of Los Angeles County, State and Federal HICAP requirements.

5.3.9.2 Qualifications:

- 5.3.9.2.1 Contractor shall retain Staff who is qualified and sufficient in number to deliver Services adequately. This shall include both paid Staff and Volunteers that Project Director deems necessary to conduct HICAP operations.
- 5.3.9.2.2 Program Staff shall be capable of establishing effective communication with Clients and their family.

5.3.10 All HICAP Staff shall adhere to Appendix B, Statement of Work, Paragraph 22.4, State Registration and Criminal Background Clearance.

5.3.11 Contractor shall not allow its HICAP Staff and Volunteers to perform the activities and responsibilities of the HICAP unless and until such Staff and Volunteers have received training and certification pursuant to Appendix B, Statement of Work, Paragraph 22.4, State Registration and Criminal Background Clearance.

5.3.12 Unless approved in advance, no employee under this Contract, shall be paid wages or salary by Contractor either: (1) in excess of \$30.00 per hour, or (2) more than \$300.00 for any 24-hour period, out of funds payable to Contractor hereunder. Contractor may pay more than \$30.00 per hour without Department approval, but shall not use contract funds for the excess compensation.

6.0 FISCAL

6.1 CONTRACTOR INDIRECT COSTS

6.1.1 The maximum amount payable under this contract for Indirect Costs, as defined below, is 8% of Contractor's Maximum Annual Contract Sum. Indirect Costs exceeding the 8% maximum shall not be charged to this Contract.

6.1.2 Indirect Costs: Costs that have been incurred for common or joint purposes and cannot be readily identified with a particular final cost objective.

6.1.2.1 Examples of Indirect Costs include, but are not limited to: salaries; employee benefits; supplies and other costs related to general administration of the organization and salaries and expenses of executive officers, personnel administration and accounting.

6.1.3 If Contractor requests payment of Indirect Costs, Contractor shall retain on file an approved Indirect Cost Rate of a Cost Allocation Plan as defined in Sub-paragraph 6.2 below, documenting the methodology used to determine Indirect Costs. Such records shall be maintained in accordance with record retention policies outlined in Appendix A, Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement.

6.2 COST ALLOCATION PLAN FOR COST REIMBURSEMENT ACTIVITIES

6.2.1 Contractor shall submit an annual organization-wide Cost Allocation Plan pursuant to the requirements outlined herein. The Cost Allocation Plan, shall be prepared in accordance with County instructions and applicable OMB circulars, as well as any other applicable federal, State or County laws or regulations, and, at minimum, shall include the following:

6.2.1.1 Contractor general accounting policies, including:

6.2.1.1.1 Basis of accounting

6.2.1.1.2 Fiscal year

6.2.1.1.3 Method for allocating Indirect Costs (e.g., simplified, direct, multiple, negotiated rate, etc.)

6.2.1.2 Contractor's Authorized Representative (as defined in Appendix A, Sample Contract, Exhibit J, Definitions) shall sign the Cost Allocation Plan, certifying the accuracy of the Plan.

6.2.1.3 Indirect Cost rate allocation base

- 6.2.1.3.1 Contractor's Direct and Indirect Costs (by category) and describing the cost allocation methodology for each category.
- 6.2.1.3.2 Contractor's Cost Allocation Plan shall support the distribution of any joint costs with other funding sources related to the tasks and activities of this Contract. All Costs included in the Cost Allocation Plan will be supported by formal accounting records, which will substantiate the propriety of eventual charges. Contractor acknowledges that the budget allocations are not adequate documentation.
- 6.2.1.4 Contractor shall submit a Cost Allocation Plan to County's Contract Manager, identified by Fiscal Year, as follows:
 - 6.2.1.4.1 Contractor shall submit the Cost Allocation Plan within sixty (60) days of execution of this Contract. County has developed a sample Cost Allocation Plan; Contractor may request a copy thereof upon providing a written request to County's Contract Manager.
 - 6.2.1.4.2 Annually, Contractor shall also submit a new Cost Allocation Plan to County's Contract Manager for review and approval within sixty (60) days of the start of the Fiscal Year.
- 6.2.1.5 The Cost Allocation Plan shall be subject to review and approval by County.
- 6.2.1.6 County will test Contractor's Cost Allocation Plan during the normal course of monitoring to ensure Contractor's compliance with this Contract and OMB Circular requirements (OMB Circular A-87). Contractor's failure to comply may result in suspension of payment(s), suspension of the Contract, terminations of the Contract, or other remedies as determined by County under this Contract or at law.
- 6.2.1.7 Pursuant to record retention policies outlined in Appendix A, Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement, Contractor will retain on file all documentation supporting the methodology utilized to determine the reasonableness of the costs associated with all Work under this Contract.

6.3 CLOSEOUT REPORTS

- 6.3.1 Within 30 days of the end of each Fiscal Year, Contractor shall prepare and submit a Closeout Report in the form and manner

designated by County. The Closeout Report shall include the reporting of expenses and accruals through the last day of the Fiscal Year.

- 6.3.2 If this Contract is terminated or cancelled prior to June 30th of any Fiscal Year, the Closeout Report shall be for that Contract period which ends on the termination or cancellation date. Contractor shall submit the Closeout Report after the termination/cancellation date in the manner and timeframe designated by County.

6.4 PROGRAM INCOME STATEMENT REPORT

- 6.4.1 Program Income (see Appendix A, Sample Contract, Exhibit J, Definitions) includes, but is not limited to:

- 6.4.1.1 Voluntary contributions received from Client or responsible party as a result of receiving Services;
- 6.4.1.2 Income from usage or rental fees of real or personal property acquired with Contract Funds;
- 6.4.1.3 Royalties received on patents and copyrights from Work activities under this Contract; proceeds from the sale of items fabricated under terms of this Contract; and
- 6.4.1.4 Fees earned from the provision of Services performed under this Contract.

- 6.4.2 Contractor shall adhere to the Program Income requirements outlined in the applicable OMB Circulars and CFR that pertain to Contractor's organization (i.e., OMB Circular A-102, OMB Circular A-110 (2 CFR Part 215), 29 CFR Part 95, or 29 CFR Part 97).

- 6.4.2.1 The use of Program Income required prior written approval from County's Contract Manager
- 6.4.2.2 Contractor shall prepare an annual Program Income Statement Report (Report) on Contract revenues versus expenditures, to identify the amount of Program Income. The Report shall be amended by Contractor if adjustments are required due to any new information received after the filing of the Report.
- 6.4.2.3 The Report shall be submitted along with the Caseload Report in the form, manner and timeline as designated by County.

6.5 PLAN FOR DISPOSITION OF PROGRAM INCOME

- 6.5.1 If Contractor's Program Income Statement Report identifies Program Income, Contractor shall prepare and submit a Plan for Disposition of Program Income (Plan). The Plan shall be completed and submitted in the form and manner as designated by

County within thirty (30) days after the Program Income Statement Report, as specified in Sub-paragraph 6.5 is due.

6.5.1.1 The Plan shall be reviewed by County for final approval. The Plan shall be amended by Contractor as soon as possible if the Program Income Statement Report is amended.

6.5.1.2 Program Income shall be spend on line items identified by Contractor in the Plan (upon County's approval of the Plan).

6.5.2 Final Report in Disposition of Program Income

6.5.2.1 Within thirty (30) days after the scheduled completion date of an approved Plan for Disposition of Program Income, Contractor must submit a Final Report on Disposition of Program Income (Final Report) to County in the form and manner designated by County.

6.5.2.2 If the Final Report is not submitted on the scheduled date, County, in its sole discretion, shall extend the completion date, renegotiate the Plan for Disposition of Program Income, recapture the balance of the unexpended Program Income, or pursue any other remedies available to County under this Contract.

6.5.3 Cash Reserve

6.5.3.1 Contractor must maintain a Cash Reserve equal to the amount it would cost to operate the Program for one (1) month. Grand funds may not be included in the Cash Reserve.

6.5.4 Method of Compensation Adjustment

6.5.4.1 County, at its sole discretion, has the option of altering the method of payment from full reimbursement for Units of Service completed to an amount equal to one-twelfth (1/12) of the Maximum annual Contract Sum amount per month, if Contractor is providing Services to more Clients than anticipated at the time Services are first provided under the provisions of this Contract and it appears Contract Funds will be completely depleted prior to the full term of this Contract.

6.5.4.2 County will provide Contractor with at least two (2) weeks advance written notice of its decision to alter the method of payment.

6.5.4.3 In no event shall County's decision to alter or not alter the method of payment affect the Term, Maximum Annual Contract Sum, Work, or any other provision under the

Contract unless pursuant to a validly executed Amendment to the Contract noting any such change(s).

7.0 PROGRAM PERFORMANCE/REALLOCATION OF CONTRACT FUNDS

- 7.1 Contractor is required to provide 100% of Services and expend 100% of the Maximum Annual Contract Sum contracted for and as stated in this Exhibit A; Exhibit B, Budget; and Exhibit C, Mandated Program Services (MPS).
- 7.2 A new or updated Appendix A, Sample Contract, Exhibit B, Budget, and Appendix A, Sample Contract, Exhibit C, MPS shall be completed by Contractor and provided to County prior to the beginning of each fiscal year.
- 7.3 Contractor's Program performance and Contract Funds of said Program will be evaluated during each Fiscal Year. Services and Contract Funds (see Appendix A, Sample Contract, Exhibit J - Definitions) may be reallocated if Contractor fails to either provide 95% of Services and/or expend 95% of the Maximum Annual Contract Sum allocated under this Contract, as provided in Appendix A, Sample Contract, Exhibit B - Budget and/or Appendix A, Sample Contract, Exhibit C - MPS.
- 7.4 Contractor's Services and Contract Funds may be reduced and reallocated to other AAA Contractors that are performing and/or expending at a higher level/rate and qualify for increases in its Services and Maximum Annual Contract Sum. Additionally, the County, at its discretion, may reduce Contractor's Services and Maximum Annual Contract Sum paid thereon in the following Fiscal Year to more accurately reflect Contractor's level of performance/expenditure.

8.0 REPORTS, DOCUMENTATION AND DIRECT DATA ENTRY

- 8.1 The California State Department of Aging requires Contractor to establish record procedures that ensure the accuracy and authenticity of the number of eligible Client Services provided each day. Contractor shall ensure that the actual date of Service(s) is/are rendered, tracked, documented, and reported.
- 8.2 MIS Data Entry: (see Sub-paragraph 11.1 below) Contractor shall complete direct data entry into the MIS billing system within ten (10) days of Service delivery. Back-dating of data is not permitted.
- 8.3 All information, records, data elements and print-outs collected and maintained for the operation of the HICAP and pertaining to Clients (including paper and electronic data) must be protected from unauthorized disclosures in accordance with Appendix A, Sample Contract, Paragraph 7.5, Confidentiality, Appendix B, Statement of Work, Sub-paragraph 22.3, Confidentiality and Security of HICAP Data, California Welfare and Institutions Code Section 10850, Title 45 of the Code of Federal

Regulations (CFR), Section 205.50, and the California Information Practices Act of 1977.

- 8.4 Contractor shall submit HICAP data, which includes expenditure and revenue information, on a monthly, quarterly and annual basis as directed by County.
- 8.5 Contractor shall obtain and maintain access to the PeerPlace Networks, LLC automated Statewide HICAP Automated Reporting Program (SHARP) case management, data collection, and data reporting system.
- 8.6 Contractor shall submit and receive confidential Client data on a quarterly and annual basis (or as designated by State/County) utilizing the SHARP system.
- 8.7 Contractor shall maintain a documented record of HICAP and MIPPA Services performed. Said record is to be provided to County staff on a quarterly and annual basis, and as required by County and/or the CDA and CMS.
- 8.8 Contractor shall prepare and submit to County (as directed by County) a documented record of outcome data, which includes all Services performed under the HICAP.
- 8.9 Contractor shall prepare and submit to County, quarterly data element reports, mid-term progress reports, year-end reports, and final report of the Services provided under the HICAP, as directed by County and/or the CDA and CMS.
- 8.10 Contractor shall provide a detailed work plan to AAA. The work plan shall outline performance goals, measurable outcomes, major objectives, key tasks, and time frames (start and end dates) in accordance with AAA and CDA requirements.
- 8.11 Contractor shall be responsible for the timely, complete, accurate and verifiable collection and reporting of Services data, covering all Services delivered.

9.0 CUSTOMER SATISFACTION SURVEYS

- 9.1 Contractor shall conduct ongoing customer satisfaction surveys with Clients and keep a copy of the surveys on file and accessible to County for review. The results of the surveys will be used by Contractor to make quality improvements in Client Services provided to all Clients. Contractor may be asked by County to comply with and develop other outcome measures.
- 9.2 The customer satisfaction survey shall be disseminated to all HICAP Clients each Fiscal Year, and tallied by Contractor during the closeout period.

10.0 QUALITY CONTROL PLAN

- 10.1 Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of Service throughout the term of the Contract. The QCP shall be retained on file at Contractor's main administrative office, and shall be provided to County immediately upon request. The QCP shall include, but not be limited to, the following:
 - 10.1.1 The method of monitoring Contractor is using to ensure that this Contract's requirements are being met.
 - 10.1.2 A record of all inspections conducted by Contractor, any corrective actions taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- 10.2 Contractor shall immediately inform County of any issues that may prevent or hinder its ability to provide all required Services.

11.0 INFORMATION TECHNOLOGY SYSTEMS

- 11.1 MIS is a computerized data based system that all Contractors are required to use to record service delivery and required HICAP Client level information. Contractor is also required to have an internet compatible microcomputer system, internet gateway, and to ensure equipment is in working condition. Contractor shall be responsible for its own data and service delivery input into MIS.
 - 11.1.1 MIS Personnel: Contractor shall assign an employee to have the primary responsibility for Client data entry into MIS. This person shall be the primary contact person for Client data issues and problems. The individual shall also be assigned a password to log-in and enter Client information. A back-up employee must be designated to act on behalf of the primary MIS contact person in the event of his or her absence.
 - 11.1.1.1 Contractor shall inform the County of the name of Contractor's MIS employee and back- up employee at the start of this Contract and within two (2) weeks of any reassignment or substitution. Only those Contractor employees who have been designated by Contractor and assigned a password by County shall be allowed to access MIS.
 - 11.1.1.2 Contractor shall ensure that the employee and back-up employee assigned for MIS training are properly trained to operate MIS and attend all MIS training provided by the AAA, and that MIS operations are in compliance with all applicable regulations.

11.2 Contract Management System (CMS): County has developed the Contract Management System Gateway (System), an automated system that allows County to electronically administer and manage the work specified in this Contract. County has implemented the System and Contractor shall use the System to perform its administrative contracting functions as directed by the County.

11.2.1 County has established policies concerning the access, use, and maintenance of the System. Contractor shall adhere to these policies which include Appendix A, Sample Contract, Exhibit R, Contract Management System – Contractors Gateway Terms and Conditions of Use instruction guides/tutorials provided by County, training sessions conducted by County, etc. Contractor's non-compliance with these policies may subject Contractor to denial of access to the System, suspension of payment(s), termination of the Contract, and/or other actions which County may take at its sole discretion under the terms of this Contract or applicable law or regulation.

11.3 Contractor shall maintain access to the Statewide HICAP Automated Reporting Program (SHARP) system.

12.0 UNUSUAL OCCURRENCES OR CRIME

12.1 Unusual Occurrences such as natural disaster (including earthquakes, floods, landslides, wildfires, extreme heat/cold), man-made emergencies (such as epidemic outbreaks, bio-terrorism, food-borne illness, fire, major accidents, death from unnatural causes or other catastrophes), and unusual occurrences which threaten the welfare, safety or health of Clients, Contractor personnel or visitors to Contractor's facility(ies) shall be reported by Contractor within twenty-four (24) hours to the local health officer by telephone and in writing, and to County by telephone and also in writing or email.

12.2 Crime related occurrences, such as theft or vandalism, must be reported by Contractor within twenty-four (24) hours to the local police or sheriff by filing a police report, and to County by telephone, and in writing or email. Contractor shall also prepare and retain an incident report on file, and shall include a copy of the filed police report. Contractor shall maintain all incident reports in a manner consistent with Appendix A, Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement. Contractor shall furnish such other pertinent information related to such occurrence as the local authorities and/or County may require.

13.0 EMERGENCY AND DISASTER PREPAREDNESS

13.1 Notwithstanding Contractor's and County's contractual objective to provide Services to eligible persons, Contractor shall make Services available to

any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

13.1.1 Contractor must have a written emergency plan on file describing how Services will be maintained during the event of a disaster or emergency.

13.1.2 Contractor must maintain a registry of HICAP Clients for emergency purposes.

13.2 Contractor shall develop and have on file a written Business Continuity Plan (BCP) that describes how Contractor will reduce the adverse impact of any emergency event, as referenced in Sub-paragraph 13.1, to HICAP Clients as determined by both the scope of the event (e.g., who and what it affects, and to what extent), and also its duration (e.g., hours, days, months). Contractor shall make the BCP available to its employees, volunteers, and Subcontractors, for reference before, during, and after such emergency event disruption.

14.0 LICENSES AND CERTIFICATIONS

14.1 Contractor shall obtain and maintain, during the term of this Contract, for Contractor and all staff, all appropriate licenses, permits and certificates required by all applicable County, State of California and/or Federal laws, regulations, guidelines, and directives for the operation of its facility(ies) and for the provision of Services hereunder such as Business Licenses, Fire Department Inspection Reports, Certificates of Insurance as indicated in Appendix A, Sample Contract, Paragraph 8.24 - General Provisions of All Insurance Coverage and Paragraph 8.25 - Insurance Coverage.

14.2 Prior to the execution of this Contract, and in cases of new staff or staff with updated licenses, permits or certifications, Contractor shall provide copies of all new or updated licenses, permits and certificates within ten (10) business days of the license, permit or certification award or update. Copies shall be sent to County's Contract Manager listed in Appendix A, Sample Contract, Exhibit E, County's Administration of the Contract.

15.0 TRAININGS

15.1 Contractor is responsible for ensuring its staff, including both employees and volunteers, both existing and new, are properly trained in all areas related to providing Services for the HICAP. Staff must be qualified, sufficient in number to deliver the Service(s) adequately, and capable of establishing effective communication with the participants as well as other AAA network contractors.

- 15.2 Contractor shall develop and implement an internal staff training policy including orientation to all new staff (which shall include employees and volunteers).
- 15.3 Contractor's Project Director shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County, for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session. Contractor may also choose to attend educational training opportunities outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of HICAP Client Services, as well as other trainings designated by the AAA.
- 15.4 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given advance notice of all scheduled trainings with County. Failure to attend mandated trainings shall be considered non-compliance with this Contract, and may result in further action pursuant to Appendix A, Sample Contract, Paragraph 9.13, Probation and Suspension, and any other applicable Contract provisions.
- 15.5 Contractor staff is also required to regularly attend trainings that offer ways to expand knowledge of and increase efficiency in the Services provided. These trainings may be called by AAA and held at a County facility or another site as determined by the County.
- 15.6 Security Awareness Training: Contractor shall ensure that Contractor employees and volunteers who handle personal, sensitive, or confidential information relating to the Program complete the Security Awareness Training module located at www.aging.ca.gov within thirty (30) days of the start date of this Contract or within thirty (30) days of the start date of any new employees or volunteers performance under this Contract.
- 15.6.1 Contractor shall maintain certificates of completion on file and provide them upon request by County or State representatives.

16.0 MEETINGS

- 16.1 Contractor shall attend all mandated meetings called by County, or authorized designee. Contractor shall be given three to five days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings when necessary. Failure to attend mandated meetings shall be considered non-compliance with this Contract, and may result in further action pursuant to Appendix A, Sample Contract, Paragraph 9.13, Probation and Suspension, and any other applicable Contract provisions.

- 16.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings may be called by AAA and held at a County facility or another site, as determined by the County. Contractor may also choose to attend meetings outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of HICAP Client Services, as well as other meetings designated by AAA.

17.0 COLLABORATIONS

- 17.1 Contractor must form collaborations with County and City of Los Angeles Contractors providing Services funded through the OAA, including other program contractors, and other community organizations in order to ensure comprehensive and coordinated service delivery and to prevent unnecessary duplication of Services. Contractor is encouraged to share vital assessment information with other agencies providing Services to the Client in the home. However in sharing information with other agencies, Contractor must respect Client confidentiality rights, adhere to applicable confidentiality regulations, and follow appropriate protocols.
- 17.2 Contractor shall develop linkages with other community-based long-term care service providers, particularly those that see the Client at home.
- 17.3 Contractor shall establish procedures to protect all Client information consistent with the terms of this Contract; any amendments thereto; and all applicable laws shall not disclose Client information without written consent from County and the Client.

18.0 LOCATION OF SERVICE AND HOURS OF OPERATION

- 18.1 Contractor shall obtain:
- 18.1.1 Required building inspection certificates (health, fire, etc.) for all Contractor places of business/site locations; and
 - 18.1.2 Prior written consent of the County Director, or authorized designee, and shall comply with Appendix A, Sample Contract, Paragraph 9.9, Modifications, as applicable, before modifying or terminating Services, or revising hours of Program Service delivery at a previously designated location(s) and before commencing such Services at any other location.
- 18.2 Contractor shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State and Federal occupational safety and sanitation regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, or filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations

shall be acceptable and accessible to the public. Contractor shall comply with the Americans with Disabilities Act of 1990.

- 18.3 Contractor shall publicly display at all Contractor office locations/sites the days and hours of operation for the provision of contracted Services. Contractor shall ensure that availability for Services is appropriate for the demographics associated with the service area (site or office location).
- 18.4 Contractor shall maintain an office in Los Angeles County.
- 18.5 Contractor's office shall be open a minimum of eight hours per day between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County observed Holidays.
- 18.6 In addition to satisfying the requirements listed in Sub-paragraph 18.1.1 above, Contractor shall inform County in writing and receive a written County approval at least sixty (60) days prior to relocation of Contractor's office.

19.0 MULTIPURPOSE SENIOR CENTERS

- 19.1 If Contractor operates a Multipurpose Senior Center as defined under 42 USC 3002, Contractor must adhere to all applicable Los Angeles County, State of California, and Federal guidelines and regulations, including, but not limited to, 22 CCR 7550 – 7562.
- 19.2 If Contractor operates a Multipurpose Senior Center, as noted in Sub-paragraph 19.1 above, Contractor shall comply with the provisions contained in the following acts:
 - 19.2.1 Copeland "Anti-Kickback" Act (18 USCS 874) (29 CFR Part 3)
 - 19.2.2 Davis-Bacon Act (40 USCS 3141-3142) (29 CFR Part 5)
 - 19.2.3 Contract Work Hours and Safety Standard Act (40 USC 327-332) (29 CFR Part 5)
 - 19.2.4 Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in the Department of Labor Regulations (41 CFR Part 60)
- 19.3 Contractor acknowledges that when an existing facility has been altered with Contract Funds available through this Contract and is used as a Multipurpose Senior Center, the period of time in which such facility must be used as a Multipurpose Senior Center is as follows:
 - 19.3.1 Not less than three (3) years from the date the Contract terminates or expires where the amount of the Contract or award of Contract

Funds including the non-federal share, does not exceed thirty thousand dollars (\$30,000).

19.3.2 If the amount of award exceeds thirty thousand dollars (\$30,000), the fixed period of time shall not be less than three (3) years from the date the Contract terminates or expires, and increased one (1) year for each additional ten thousand dollars (\$10,000), or part thereof, to a maximum adjustment factor of seventy-five thousand dollars (\$75,000).

19.3.3 For amounts, or award of Contract Funds, exceeding seventy-five thousand dollars (\$75,000), the fixed period of time shall not be less than ten (10) years from the date this Contract expires or terminates.

20.0 GREEN INITIATIVES

20.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

20.2 Contractor shall notify County’s Contract Management Manager of Contractor’s new green initiatives prior to the commencement of this Contract.

21.0 CONTRACT DOCUMENT DELIVERABLES

21.1 Contractor shall complete and submit to County certain documents, which are specified herein as part of this Contract’s deliverables. Upon commencement of this Contract and annually thereafter (or as otherwise established by County, Contractor shall submit Contract Document Deliverables in the form and manner that is prescribed by County. These deliverables must be complete (with no missing pages) and legible, and shall include:

21.1.1 Contract Compliance Documents (as described in Sub-paragraph 21.3).

21.1.2 Business Forms (as described in Sub-paragraph 21.4)

21.1.3 Reporting Documents (as described in Sub-paragraph 21.5)

21.2 Contractor’s failure to timely submit documents required or requested by County may result in suspension of payments or other remedies as determined by County.

21.3 CONTRACT COMPLIANCE DOCUMENTS

21.3.1 Contractor shall provide to County’s Contract Manager, by the deadline imposed by County, current copies of the following Contract Compliance Documents:

- 21.3.1.1 Business License: When the local governing authority requires Contractor's organization to obtain a license to operate and conduct business within its local governing authority's jurisdiction, Contractor shall obtain such license to perform the Services outlines in this Contract. The local governing authority may be either the local city government or entities doing business within its city's limits or the County of Los Angeles for entities located outside of city limits (i.e., unincorporated areas or designated cities). Contractor shall ensure that the license is current throughout the entire term of this Contract. Contractor shall provide a current copy of its license to County annually (or upon expiration, as noted on the license).
- 21.3.1.2 Certificate of Insurance: The certificate shall evidence Contractor's compliance with the insurance requirements outlined in Appendix A, Sample Contract, Paragraphs 8.24, General Provisions for all Insurance Coverage and 8.25 Insurance Coverage.
- 21.3.1.3 Fire Department Inspection Report: For each Service site that Client will visit, Contractor shall obtain an annual fire inspection of its facility(ies). The inspection shall be conducted by the Los Angeles County Fire Department or by Contractor's local fire department and Contractor shall obtain a written report of the inspection which shall be provided to County annually. In the event that violations are noted on the inspection report, Contractor shall ensure that it complies with all corrective measures as directed by the fire department. Contractor shall provide to County written evidence of its compliance within five (5) days of receiving the evidence from the fire department.

21.4 BUSINESS FORMS

21.4.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Business Forms:

- 21.4.1.1 Articles of Incorporation: This document, which evidences the legal formation of Contractor's organization, shall reflect Contractor's current legal name; and, County shall use this document as verification of Contractor's name. In the event there are any amendments or addendums to the articles of incorporation, Contractor shall provide copies of such amendments/addendums to County within five (5) days of said amendments/addendums being finalized.

21.4.1.1.1 When Contractor's organization is a local government or a consortium of local governments, Contractor shall provide either a city charter or a joint powers agreement, respectively, in lieu of the articles of incorporation.

21.4.2 Board of Director's Resolution: A resolution which provides written evidence to support the delegated authority that contractor's organization has vested in its Authorized Representative, who will act on behalf of Contractor pursuant to Appendix A, Sample Contract, Paragraph 8.3, Authorization Warranty. Such written evidence shall adhere to the following requirements:

21.4.2.1 If Contractor is a public entity (defined as the government of the United States; the government of a State or political subdivision of a State; or an agency of the United States, a State, or a political subdivision of a State; or any interstate governmental agency), Contractor shall submit a copy of its resolution, order or motion which has been approved by its Governing Body (e.g. Board of Supervisors, City Council, etc.) to County. If Contractor is a private nonprofit entity, Contractor shall submit a copy of written authorization from its Governing Body (e.g., Board of Directors to County.

21.4.2.2 Contractor's resolution, order, motion or other authorization shall contain the following elements: reference to this Contract number; authorize execution of this Contract; identify Contractor's Authorized Representative who will execute the original Contract and any subsequent amendments to this Contract; and, approve and accept Contract Funds (as defined in Appendix A, Sample Contract, Exhibit J, Definitions). In the event that there is a change in Contractor's authorized Representative, Contractor shall provide County a revised resolution, order, motion or other authorization which reflects the new Authorized Representative within five (5) days of being approved by the Governing Body.

21.4.3 Board of Directors Roster: The roster shall include the individuals who comprise Contractor's Board of Directors. In the event that the roster is updated, Contractor shall provide updated roster to County within five (5) days of it being approved or finalized.

- 21.4.4 By-Laws: This document shall reflect the internal rules which govern Contractor's organization. These rules are generally concerned with the operation of the organization, and setting out the form, manner or procedure in which the organization should operate. In the event that the bylaws are amended, Contractor shall provide such amendments to County within five (5) days of them being approved.
- 21.4.5 Complaint Policies and Procedures: Contractor's policies and procedures for receiving, investigating and responding to Client complaints shall be prepared and submitted to County pursuant to the requirements outlined in Appendix A, Sample Contract Paragraph 8.5, Complaints.
- 21.4.6 Direct Deposit Authorization Form: Document completed by Contractor for purposes of authorizing payment for Services to be received through direct deposit into Contractor's bank account. County shall provide the form to Contractor upon commencement of Contract.
- 21.4.7 Organization Chart: The chart shall provide an outline of the hierarchy, relationships and relative ranks of Contractor's organizational parts and positions/jobs as it relates to the operations of this Contract. In the event that Contractor revises its organization chart, a copy shall be provided to County within five (5) days of any change in its organization chart.
- 21.4.8 Subcontract: An executed third-party agreement (as defined in Appendix A, Sample Contract Paragraph 8.40, Subcontracting and Appendix A, Sample Contract, Exhibit J, Definitions, and any amendments or addendums thereto, shall be provided to County within five (5) days of the execution of that agreement, amendment and addendum.
- 21.4.9 Tax Exempt Status Letter: Written documentation that is obtained from the Internal Revenue Service, must evidence Contractor's tax exempt status. When Contractor is a non-profit entity, such evidence must reflect Contractor's tax-exempt status. In the event Contractor's tax exempt status changes, Contractor shall provide County a copy of its new status within five (5) days of any change in its tax exempt status.
- 21.4.10 Terms and Conditions of Use-User Agreement: Each employee who will access the Contract Management System – Contractor's Gateway shall complete and submit this agreement. Additional information is available in Appendix A, Sample Contract, Exhibit R, Contract Management System – Contractor's Gateway Terms and Conditions of Use.

21.5 REPORTING DOCUMENTS

21.5.1 Contractor shall provide to County's Contract Manager, by the deadline imposed by County, the following Reporting Documents:

21.5.1.1 Cost Allocation Plan: This plan shall adhere to the requirements outlines in Sub-paragraph 6.3 (Cost Allocation Plan for Cost Reimbursement Activities) above.

21.5.1.2 Closeout Report: This report shall adhere to the requirements outlined in Sub-paragraph 6.4 (Close-Out Reports) above.

21.5.1.3 Program Income Statement Report: This report shall adhere to the requirements outlined in Sub-paragraph 6.4 (Program Income Statement Report) above.

21.5.1.4 Other Reporting Documents: From time-to-time, County or its designee(s) may request other documents relating to Contractor's performance, work and/or, Services. County shall not be unreasonable in its request and Contractor shall adhere to County's request for such documents.

22.0 OTHER PROVISIONS

22.1 PROGRAM SUPERVISION, MONITORING AND REVIEW

Services hereunder shall be provided by Contractor under the general supervision of County. County shall have the right to supervise, monitor and specify the kind, quality, appropriateness, timeliness and amount of the Services and the criteria for determining the persons to be served. Contractor agrees to extend to County, to authorized State representatives, and to authorized federal representatives, the right to review and monitor Contractor's facilities, programs, records, or procedures at the discretion of County, State and Federal representatives.

22.2 SOLICITATION OF VOLUNTARY CONTRIBUTIONS

22.2.1 Contractor shall ensure that Clients are not required to contribute to the Program when they are requesting or receiving Services. Solicitation of voluntary contributions shall not be coercive. Clients shall not be denied Services based on their inability or unwillingness to contribute.

22.2.1.1 Contractor shall develop a method to enable Clients to voluntarily contribute to the cost of the Program. The following practices pertaining to voluntary contributions/donations and/or share of costs **are not allowed:**

22.2.1.1.1 Requests from Clients to assist in the share of cost to the Program.

- 22.2.1.1.2 Tracking donations by accounts receivable.
- 22.2.1.1.3 Tracking donations by individual participants.
- 22.2.1.1.4 Pamphlets and websites must not state that payment is required for Services or state a monetary amount for Services.
- 22.2.1.1.5 Employing tactics, in any way, that could be viewed as embarrassing to Clients and/or obligatory requests for donations.
- 22.2.1.1.6 Employing tactics such as allowing volunteers to guard the collection boxes or having Clients sign in and pay before receiving Services.
- 22.2.1.1.7 At the time of the intake interview, compelling a Client to pledge a particular amount as an agreed upon donation.
- 22.2.1.1.8 Using coercion to solicit voluntary contributions.
- 22.2.1.1.9 A donation request resembling a billing statement or invoice.
- 22.2.1.1.10 Imposing a suggested contribution rate based on Client's income.
- 22.2.1.2 Contractor shall clearly inform each Client that there is no obligation to contribute, and that any contributions they make are strictly voluntary.
- 22.2.1.3 Contractor must have a mechanism in place to ensure that the privacy and confidentiality of each Client is protected whether or not they choose to make a contribution.
- 22.2.1.4 Contractor must establish a procedure for soliciting donations that provides the Client with a confidential method for making donations.
- 22.2.1.5 Volunteers and/or staff at the sign-in table must be trained on the donation policy, emphasizing the confidential nature of any contributions.
- 22.2.1.6 Clients contributions received may be used for Services. However, Contractor acknowledges that any contributions will not reduce the Contract amount and shall only be used to supplement, not supplant, Program funds.
- 22.2.1.7 Contractor shall establish written procedures to protect

contributions and fees from loss, mishandling, and theft. Such procedures shall be kept on file at Contractor's site.

22.2.1.8 Contractor shall separate collected contributions from Contract funding. All contributions and fees shall be identified as Program Income and used to increase the number of Clients served, facilitate access, and/or provide supportive services.

22.2.1.9 Contributions on hand at the end of each fiscal year may be retained, and shall be recorded separately from grant-related income.

22.2.1.10 All records of contributions, written procedures governing solicitation of funds, solicitation materials, or other contribution-related records shall be held pursuant to record retention policies outlined in Appendix A, Sample Contract, Paragraph 8.38, Record Retention and Inspection/Audit Settlement.

22.3 CONFIDENTIALITY AND SECURITY OF HICAP DATA

22.3.1 Contractor shall have current, written procedures to protect the confidentiality and privacy of Client information collected for HICAP purposes in accordance with all applicable laws including 22 CCR Section 7500(b). This includes, but is not limited to, written procedures that assure that interviews, office space, telecommunications and e-mails protect the confidentiality of Client and all complaint-related communications and records.

22.3.2 Contractor shall encrypt (or use an equally effective measure) any data collected under this Contract that is confidential, sensitive or personal including data stored on portable computing devices (including, but not limited to, laptops, personal digital assistants and notebook computers), and/or portable electronic storage media (including, but not limited to, discs, thumb drives, flash drives and portable hard drives).

22.3.3 Contractor shall require all Staff, including paid employees and Volunteers, who have access to confidential files or any other confidential information within the office to sign confidentiality forms prepared and executed consistent with Appendix A, Sample Contract, Paragraph 7.5, Confidentiality.

22.3.4 Information related to complaints, collected and maintained by Contractor, including the identity of Client, shall be maintained in accordance with Appendix A, Sample Contract, Paragraph 7.5, Confidentiality.

22.4 STATE REGISTRATION AND CRIMINAL BACKGROUND CLEARANCE

22.4.1 Contractor shall ensure that all HICAP Program Staff, including Volunteers, who provide counseling are trained and registered with the State as HICAP Counselors in accordance with all applicable laws, regulations, the HICAP Counselor's Handbook, the HICAP Program Manual, and:

22.4.1.1 Receive a minimum of 24 classroom hours of required HICAP Counselor's training provided by Contractor, using the curriculum approved by the CDA in the HICAP Counselor's Handbook and the HICAP Training Manual for registering HICAP Counselors.

22.4.1.2 Complete an internship of not less than 10 hours with an experienced HICAP Counselor upon determination by the Contractor's HICAP Program Manager to be capable of discharging the responsibilities of a counselor.

22.4.1.3 Complete a minimum of 12 training hours per year, provided by the Contractor's Program Manager, and provide 40 hours of counseling to the HICAP within each 24 month period in order to maintain their "registered" status with the State.

22.4.1.4 Attend any additional applicable training as required by the CDA and County.

22.4.1.5 Attend regular meetings conducted by Contractor and/or by County to provide current training and to disseminate information.

22.4.2 Contractor shall adhere to all requirements imposed by County, State and Federal agencies for completing the background clearance process for HICAP Staff, including those in Appendix A, Sample Contract, Sub-paragraph 7.4, Background and Security Investigations, and this Appendix B, Statement of Work.

22.4.3 Contractor shall not permit HICAP Counselors not meeting all requirements of Sub-paragraph 5.3.4 of this Statement of Work to perform Services for Contractor.